



Sen. Mattie Hunter

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1 AMENDMENT TO SENATE BILL 291

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 291 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Code of Civil Procedure is amended by  
5 changing Section 9-102 as follows:

6 (735 ILCS 5/9-102) (from Ch. 110, par. 9-102)

7 Sec. 9-102. When action may be maintained.

8 (a) The person entitled to the possession of lands or  
9 tenements may be restored thereto under any of the following  
10 circumstances:

11 (1) When a forcible entry is made thereon.

12 (2) When a peaceable entry is made and the possession  
13 unlawfully withheld.

14 (3) When entry is made into vacant or unoccupied lands  
15 or tenements without right or title.

16 (4) When any lessee of the lands or tenements, or any

1 person holding under such lessee, holds possession without  
2 right after the termination of the lease or tenancy by its  
3 own limitation, condition or terms, or by notice to quit or  
4 otherwise.

5 (5) When a vendee having obtained possession under a  
6 written or verbal agreement to purchase lands or tenements,  
7 and having failed to comply with the agreement, withholds  
8 possession thereof, after demand in writing by the person  
9 entitled to such possession; provided, however, that any  
10 such agreement for residential real estate as defined in  
11 the Illinois Mortgage Foreclosure Law entered into on or  
12 after July 1, 1987 where the purchase price is to be paid  
13 in installments over a period in excess of 5 years and the  
14 amount unpaid under the terms of the contract at the time  
15 of the filing of a foreclosure complaint under Article XV,  
16 including principal and due and unpaid interest, is less  
17 than 80% of the original purchase price shall be foreclosed  
18 under the Illinois Mortgage Foreclosure Law.

19 This amendatory Act of 1993 is declarative of existing  
20 law.

21 (6) When lands or tenements have been conveyed by any  
22 grantor in possession, or sold under the order or judgment  
23 of any court in this State, or by virtue of any sale in any  
24 mortgage or deed of trust contained and the grantor in  
25 possession or party to such order or judgment or to such  
26 mortgage or deed of trust, after the expiration of the time

1 of redemption, when redemption is allowed by law, refuses  
2 or neglects to surrender possession thereof, after demand  
3 in writing by the person entitled thereto, or his or her  
4 agent.

5 (7) When any property is subject to the provisions of  
6 the Condominium Property Act, the owner of a unit fails or  
7 refuses to pay when due his or her proportionate share of  
8 the common expenses of such property, or of any other  
9 expenses lawfully agreed upon or any unpaid fine, the Board  
10 of Managers or its agents have served the demand set forth  
11 in Section 9-104.1 of this Article in the manner provided  
12 for in that Section and the unit owner has failed to pay  
13 the amount claimed within the time prescribed in the  
14 demand; or if the lessor-owner of a unit fails to comply  
15 with the leasing requirements prescribed by subsection (n)  
16 of Section 18 of the Condominium Property Act or by the  
17 declaration, by-laws, and rules and regulations of the  
18 condominium, or if a lessee of an owner is in breach of any  
19 covenants, rules, regulations, or by-laws of the  
20 condominium, and the Board of Managers or its agents have  
21 served the demand set forth in Section 9-104.2 of this  
22 Article in the manner provided in that Section.

23 (8) When any property is subject to the provisions of a  
24 declaration establishing a common interest community and  
25 requiring the unit owner to pay regular or special  
26 assessments for the maintenance or repair of common areas

1 owned in common by all of the owners of the common interest  
2 community or by the community association and maintained  
3 for the use of the unit owners or of any other expenses of  
4 the association lawfully agreed upon, and the unit owner  
5 fails or refuses to pay when due his or her proportionate  
6 share of such assessments or expenses and the board or its  
7 agents have served the demand set forth in Section 9-104.1  
8 of this Article in the manner provided for in that Section  
9 and the unit owner has failed to pay the amount claimed  
10 within the time prescribed in the demand.

11 (b) The provisions of paragraph (8) of subsection (a) of  
12 Section 9-102 and Section 9-104.3 of this Act shall not apply  
13 to any common interest community unless (1) the association is  
14 a not-for-profit corporation, (2) unit owners are authorized to  
15 attend meetings of the board of directors or board of managers  
16 of the association in the same manner as provided for  
17 condominiums under the Condominium Property Act, and (3) the  
18 board of managers or board of directors of the common interest  
19 community association has, subsequent to the effective date of  
20 this amendatory Act of 1984 voted to have the provisions of  
21 this Article apply to such association and has delivered or  
22 mailed notice of such action to the unit owners or unless the  
23 declaration of the association is recorded after the effective  
24 date of this amendatory Act of 1985.

25 (c) For purposes of this Article:

26 (1) "Common interest community" means real property

1       other than a condominium or cooperative in which any person  
2       by virtue of his or her ownership of a partial interest or  
3       unit therein, is obligated to pay for maintenance,  
4       improvement, insurance premiums, and/or real estate taxes  
5       or other real estate or common areas maintained for use by  
6       the owners, or any other expenses lawfully agreed upon, and  
7       are described in recorded covenants which is administered  
8       by an association ~~real estate other than a condominium or~~  
9       ~~cooperative with respect to which any person by virtue of~~  
10       ~~his or her ownership of a partial interest or unit therein~~  
11       ~~is obligated to pay for maintenance, improvement,~~  
12       ~~insurance premiums, or real estate taxes of other real~~  
13       ~~estate described in a declaration which is administered by~~  
14       ~~an association.~~

15           (2) "Declaration" means any duly recorded instruments,  
16       however designated, that have created a common interest  
17       community and any duly recorded amendments to those  
18       instruments.

19           (3) "Unit" means a physical portion of the common  
20       interest community designated by separate ownership or  
21       occupancy by boundaries which are described in a  
22       declaration.

23           (4) "Unit owners' association" or "association" means  
24       the association of all owners of units in the common  
25       interest community acting pursuant to the declaration.

26       (d) If the board of a common interest community elects to

1 have the provisions of this Article apply to such association  
2 or the declaration of the association is recorded after the  
3 effective date of this amendatory Act of 1985, the provisions  
4 of subsections (c) through (h) of Section 18.5 of the  
5 Condominium Property Act applicable to a Master Association and  
6 condominium unit subject to such association under subsections  
7 (c) through (h) of Section 18.5 shall be applicable to the  
8 community associations and to its unit owners.

9 (Source: P.A. 88-47; 89-41, eff. 6-23-95; 89-626, eff. 8-9-96.)

10 Section 10. The Condominium Property Act is amended by  
11 changing Section 2 as follows:

12 (765 ILCS 605/2) (from Ch. 30, par. 302)

13 Sec. 2. Definitions. As used in this Act, unless the  
14 context otherwise requires:

15 (a) "Declaration" means the instrument by which the  
16 property is submitted to the provisions of this Act, as  
17 hereinafter provided, and such declaration as from time to time  
18 amended.

19 (b) "Parcel" means the lot or lots, tract or tracts of  
20 land, described in the declaration, submitted to the provisions  
21 of this Act.

22 (c) "Property" means all the land, property and space  
23 comprising the parcel, all improvements and structures  
24 erected, constructed or contained therein or thereon,

1 including the building and all easements, rights and  
2 appurtenances belonging thereto, and all fixtures and  
3 equipment intended for the mutual use, benefit or enjoyment of  
4 the unit owners, submitted to the provisions of this Act.

5 (d) "Unit" means a part of the property designed and  
6 intended for any type of independent use.

7 (e) "Common Elements" means all portions of the property  
8 except the units, including limited common elements unless  
9 otherwise specified.

10 (f) "Person" means a natural individual, corporation,  
11 partnership, trustee or other legal entity capable of holding  
12 title to real property.

13 (g) "Unit Owner" means the person or persons whose estates  
14 or interests, individually or collectively, aggregate fee  
15 simple absolute ownership of a unit, or, in the case of a  
16 leasehold condominium, the lessee or lessees of a unit whose  
17 leasehold ownership of the unit expires simultaneously with the  
18 lease described in item (x) of this Section.

19 (h) "Majority" or "majority of the unit owners" means the  
20 owners of more than 50% in the aggregate in interest of the  
21 undivided ownership of the common elements. Any specified  
22 percentage of the unit owners means such percentage in the  
23 aggregate in interest of such undivided ownership. "Majority"  
24 or "majority of the members of the board of managers" means  
25 more than 50% of the total number of persons constituting such  
26 board pursuant to the bylaws. Any specified percentage of the

1 members of the board of managers means that percentage of the  
2 total number of persons constituting such board pursuant to the  
3 bylaws.

4 (i) "Plat" means a plat or plats of survey of the parcel  
5 and of all units in the property submitted to the provisions of  
6 this Act, which may consist of a three-dimensional horizontal  
7 and vertical delineation of all such units.

8 (j) "Record" means to record in the office of the recorder  
9 or, whenever required, to file in the office of the Registrar  
10 of Titles of the county wherein the property is located.

11 (k) "Conversion Condominium" means a property which  
12 contains structures, excepting those newly constructed and  
13 intended for condominium ownership, which are, or have  
14 previously been, wholly or partially occupied before recording  
15 of condominium instruments by persons other than those who have  
16 contracted for the purchase of condominiums.

17 (l) "Condominium Instruments" means all documents and  
18 authorized amendments thereto recorded pursuant to the  
19 provisions of the Act, including the declaration, bylaws and  
20 plat.

21 (m) "Common Expenses" means the proposed or actual expenses  
22 affecting the property, including reserves, if any, lawfully  
23 assessed by the Board of Managers of the Unit Owner's  
24 Association.

25 (n) "Reserves" means those sums paid by unit owners which  
26 are separately maintained by the board of managers for purposes

1 specified by the board of managers or the condominium  
2 instruments.

3 (o) "Unit Owners' Association" or "Association" means the  
4 association of all the unit owners, acting pursuant to bylaws  
5 through its duly elected board of managers.

6 (p) "Purchaser" means any person or persons other than the  
7 Developer who purchase a unit in a bona fide transaction for  
8 value.

9 (q) "Developer" means any person who submits property  
10 legally or equitably owned in fee simple by the developer, or  
11 leased to the developer under a lease described in item (x) of  
12 this Section, to the provisions of this Act, or any person who  
13 offers units legally or equitably owned in fee simple by the  
14 developer, or leased to the developer under a lease described  
15 in item (x) of this Section, for sale in the ordinary course of  
16 such person's business, including any successor or successors  
17 to such developers' entire interest in the property other than  
18 the purchaser of an individual unit.

19 (r) "Add-on Condominium" means a property to which  
20 additional property may be added in accordance with condominium  
21 instruments and this Act.

22 (s) "Limited Common Elements" means a portion of the common  
23 elements so designated in the declaration as being reserved for  
24 the use of a certain unit or units to the exclusion of other  
25 units, including but not limited to balconies, terraces, patios  
26 and parking spaces or facilities.

1           (t) "Building" means all structures, attached or  
2 unattached, containing one or more units.

3           (u) "Master Association" means an organization described  
4 in Section 18.5 whether or not it is also an association  
5 described in Section 18.3.

6           (v) "Developer Control" means such control at a time prior  
7 to the election of the Board of Managers provided for in  
8 Section 18.2(b) of this Act.

9           (w) "Meeting of Board of Managers or Board of Master  
10 Association" means any gathering of a quorum of the members of  
11 the Board of Managers or Board of the Master Association held  
12 for the purpose of conducting board business.

13           (x) "Leasehold Condominium" means a property submitted to  
14 the provisions of this Act which is subject to a lease, the  
15 expiration or termination of which would terminate the  
16 condominium and the lessor of which is (i) exempt from taxation  
17 under Section 501(c)(3) of the Internal Revenue Code of 1986,  
18 as amended, (ii) a limited liability company whose sole member  
19 is exempt from taxation under Section 501 (c)(3) of the  
20 Internal Revenue Code of 1986, as amended, or (iii) a Public  
21 Housing Authority created pursuant to the Housing Authorities  
22 Act that is located in a municipality having a population in  
23 excess of 1,000,000 inhabitants.

24           (y) "Common Interest Community" means real property other  
25 than a condominium or cooperative in which any person by virtue  
26 of his or her ownership of a partial interest or unit therein,

1 is obligated to pay for maintenance, improvement, insurance  
2 premiums, and/or real estate taxes or other real estate or  
3 common areas maintained for use by the owners, or any other  
4 expenses lawfully agreed upon, and are described in recorded  
5 covenants which is administered by an association.

6 (Source: P.A. 93-474, eff. 8-8-03.)".